

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF NEW YORK

METAFI PRO LIMITED

*Plaintiff,*

v.

NY TRADING, INC.; STARCO  
LOGISTICS, INC.; WENZONG DUAN  
d/b/a WLT TRADING, LLC, and COLONY  
POND MANAGEMENT, LLC,

*Defendants.*

CASE NO.: 1:24-cv-1180-DNH-CFH  
CIVIL ACTION

DEFENDANT STARCO LOGISTICS,  
INC'S VERIFIED ANSWER

---

As and for a Verified Answer to Plaintiff's Verified Complaint, Defendant, Starco Logistics, Inc., (hereinafter referred to as "Answering Defendant"), through its counsel, Monaco Cooper Lamme & Carr, PLLC, alleges the following upon information and belief:

1. Answering Defendant denies the allegations of paragraph "1" of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof. Answering Defendant further states that a separate response to Plaintiff's motion for a preliminary injunction was filed with this Court on October 15, 2024.
2. Answering Defendant denies the allegations of paragraph "2" of the Complaint.
3. Answering Defendant denies the allegations of paragraph "3" of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
4. Answering Defendant denies the allegations of paragraph "4" of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

### **PARTIES AND SERVICE OF PROCESS**

5. Answering Defendant denies the allegations of paragraph “5” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
6. Answering Defendant denies the allegations of paragraph “6” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
7. Upon information and belief, answering Defendant admits that Starco is a corporation organized under the laws of California and is located at 4700 Gregg Road, Pico Rivera, CA 90660, and may be served by its registered agent, Xiaogang Chen, and denies the further allegations of paragraph “7” for want of knowledge and information sufficient to form a belief as to the truth thereof.
8. Answering Defendant denies the allegations of paragraph “8” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
9. Answering Defendant denies the allegations of paragraph “9” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

### **RELEVANT FACTS**

10. Answering Defendant denies the allegations of paragraph “10” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
11. Answering Defendant denies the allegations of paragraph “11” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
12. Answering Defendant denies the allegations of paragraph “12” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
13. Answering Defendant denies the allegations of paragraph “13” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

14. a-h. Answering Defendant denies the allegations of paragraph “14” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
15. Answering Defendant denies the allegations of paragraph “15” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
16. Answering Defendant denies the allegations of paragraph “16” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
17. Answering Defendant denies the allegations of paragraph “17” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
18. Answering Defendant denies the allegations of paragraph “18” of the Complaint.
19. Answering Defendant denies the allegations of paragraph “19 of the Complaint.
20. Answering Defendant denies the allegations of paragraph “20” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
21. Answering Defendant denies the allegations of paragraph “21” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
22. Answering Defendant denies the allegations of paragraph “22” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
23. Answering Defendant denies the allegations of paragraph “23” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
24. Answering Defendant denies the allegations of paragraph “24” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
25. Answering Defendant denies the allegations of paragraph “25” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
26. Answering Defendant denies the allegations of paragraph “26” of the Complaint.

27. Answering Defendant denies the allegations of paragraph “27” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
28. Answering Defendant denies the allegations of paragraph “28” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
29. Upon information and belief, answering Defendant admits that in late 2023, a number of Miners were loaded from a warehouse in Pico Rivera, California, onto two trucks for delivery to New York. Answering Defendant denies the remaining allegations of paragraph “29” of the Complaint.
30. Answering Defendant denies the allegations of paragraph “30” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
31. Answering Defendant denies the allegations of paragraph “31” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
32. Answering Defendant denies the allegations of paragraph “32” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
33. Answering Defendant denies the allegations of paragraph “33” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
34. Answering Defendant denies the allegations of paragraph “34” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
35. Answering Defendant denies the allegations of paragraph “35” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
36. Answering Defendant denies the allegations of paragraph “36” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

37. Answering Defendant denies the allegations of paragraph “37” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

38. Answering Defendant denies the allegations of paragraph “38” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

**AS TO THE FIRST CLAIM FOR RELIEF**

39. In response to paragraph “39” of the Complaint, answering Defendant repeats and realleges as if fully set forth herein paragraphs “1” through “38” of this Answer.

40. Answering Defendant denies the allegations of paragraph “40” of the Complaint and refers all questions of law to the Court.

41. Answering Defendant denies the allegations of paragraph “41” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

42. Answering Defendant denies the allegations of paragraph “42” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

**AS TO THE SECOND CLAIM FOR RELIEF**

43. In response to paragraph “43” of the Complaint, answering Defendant repeats and realleges as if fully set forth herein paragraphs “1” through “42” of this Answer.

44. Answering Defendant denies the allegations of paragraph “44” of the Complaint and refers all questions of law to the Court.

45. Answering Defendant denies the allegations of paragraph “45” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

46. Answering Defendant denies the allegations of paragraph “46” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

**AS TO THE THIRD CLAIM FOR RELIEF**

47. In response to paragraph “47” of the Complaint, answering Defendant repeats and realleges as if fully set forth herein paragraphs “1” through “46” of this Answer.
48. Answering Defendant denies the allegations of paragraph “48” of the Complaint and refers all questions of law to the Court.
49. Answering Defendant denies the allegations of paragraph “49” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
50. Answering Defendant denies the allegations of paragraph “50” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
51. Answering Defendant denies the allegations of paragraph “51” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
52. Answering Defendant denies the allegations of paragraph “52” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.
53. Answering Defendant denies the allegations of paragraph “53” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

**AS TO THE FOURTH CLAIM FOR RELIEF**

54. In response to paragraph “54” of the Complaint, answering Defendant repeats and realleges as if fully set forth herein paragraphs “1” through “53” of this Answer.
55. Answering Defendant denies the allegations of paragraph “55” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof, and refers all questions of law to the Court.

56. Answering Defendant denies the allegations of paragraph “56” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof, and refers all questions of law to the Court.

57. Answering Defendant denies the allegations that NYT contracted with Starco to store the Miners in New York and execute transportation of the Miners to their final destinations on NYT’s behalf. Answering Defendant denies the remaining allegations of paragraph “57” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

58. Answering Defendant denies the allegations of paragraph “58” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

59. Answering Defendant denies the allegations of paragraph “59” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

#### **AS TO THE FIFTH CLAIM FOR RELIEF**

60. In response to paragraph “60” of the Complaint, answering Defendant repeats and realleges as if fully set forth herein paragraphs “1” through “59” of this Answer.

61. Answering Defendant denies the allegations of paragraph “61” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof, and refers all questions of law to the Court.

62. Answering Defendant denies the allegations of paragraph “62” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

63. Answering Defendant denies that allegations of paragraph “63” of the Complaint that Starco contends that 934 Miners should have been received by Colony Pond, and

answering Defendant denies the further allegations of paragraph “63” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

64. Answering Defendant denies the allegations of paragraph “64” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

65. Answering Defendant denies the allegations of paragraph “65” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

#### **AS TO THE SIXTH CLAIM FOR RELIEF**

66. In response to paragraph “66” of the Complaint, answering Defendant repeats and realleges as if fully set forth herein paragraphs “1” through “65” of this Answer.

67. Answering Defendant denies allegations of paragraph “67” and refers all questions of law to the Court.

68. Answering Defendant denies the allegations of paragraph “68” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

69. Answering Defendant denies the allegations of paragraph “69” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

70. Answering Defendant denies the allegations of paragraph “70” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

71. Answering Defendant denies the allegations of paragraph “71” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

72. Answering Defendant denies the allegations of paragraph “72” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.

73. Answering Defendant denies the allegations of paragraph “73” of the Complaint for want of knowledge and information sufficient to form a belief as to the truth thereof.



74. Answering Defendant denies the allegations of paragraph “74” of the Complaint.

75. Answering Defendant denies the allegations of paragraph “75” of the Complaint.

**AS TO THE SEVENTH CLAIM FOR RELIEF**

76. In response to paragraph “76” of the Complaint, answering Defendant repeats and realleges as if fully set forth herein paragraphs “1” through “75” of this Answer.

77. Answering Defendant denies the allegations of paragraph “77” of the Complaint and refers all questions of the law to the Court.

78. Answering Defendant denies the allegations of paragraph “78” of the Complaint.

**AS TO THE EIGHTH CLAIM FOR RELIEF**

79. In response to paragraph “79” of the Complaint, answering Defendant repeats and realleges as if fully set forth herein paragraphs “1” through “78” of this Answer.

80. Answering Defendant denies the allegations of paragraph “80” of the Complaint and refers all questions of law to the Court.

81. Answering Defendant denies the allegations of paragraph “81” of the Complaint.

82. Answering Defendant denies the allegations of paragraph “82” of the Complaint.

83. Answering Defendant denies the allegations of paragraph “83” of the Complaint.

**AS AND FOR A FIRST CROSS-CLAIM AGAINST CO-DEFENDANTS**

84. Any damages sustained by plaintiff herein as a result of the alleged incident described in plaintiff’s complaint were sustained in whole or in part by reason of the negligence and/or culpable conduct of the co-defendants.

85. If it is determined that the answering Defendant is liable in any degree to plaintiffs, answering Defendant is entitled to have the liability apportioned among and between the defendants.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

86. Whatever damages plaintiff may have sustained were caused in whole or in part, or were contributed to, by the culpable conduct and/or want of care on the part of the plaintiff or by someone over whom the answering Defendant had no control.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

87. The Court lacks jurisdiction over the answering Defendant.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

88. Plaintiff failed to state a cause of action upon which relief may be granted.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

89. Plaintiff failed to mitigate its damages.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

90. Plaintiff's damages, if any, were caused by intervening or superseding events, factors, occurrences or conditions which were in no way caused or contributed to by Defendant and over which Defendant had no control.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

91. The answering defendant specifically denies any liability. In any event, however, any liability of the answering defendant to the plaintiff for noneconomic loss must be determined in accordance with Article 16 of the Civil Practice Law and Rules.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

92. Answering Defendant herein denies any liability to the plaintiff. However, if there is a finding of liability against the defendants, apportionment among defendants must be determined in accordance with Article 14 of the CPLR.

**AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE**

93. Pursuant to Article 14-A of the CPLR, plaintiff's claim for recovery of damages against the answering defendant shall be diminished in the proportion which the culpable conduct attributable to the plaintiff (whether by contributory negligence or assumption of risk) bears to the culpable conduct which caused the damages.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

94. The claims and causes of action set forth in the Complaint are barred by the applicable statute of limitations.

**AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

95. The claims set forth in plaintiff's complaint fail to state a cause of action against answering defendant, as Defendant, Starco, was not a party to any contract, or other agreement mentioned and described in Plaintiff's Complaint.

**AS AND FOR A ELEVENTH AFFIRMATIVE DEFENSE**

96. In the event any co-defendants or other tortfeasors settle with plaintiff, as a result of the damages alleged in this action or if the plaintiff discontinues against any co-defendants, this Answering Defendant reserves the right under GOL section 15-108 and in general to prove any and all negligence on the part of said settling co-defendants and/or tortfeasors at a trial of this action.

**WHEREFORE**, the answering defendant demands judgment dismissing the Complaint herein with costs.

DATED: October 22, 2024

MONACO COOPER LAMME & CARR, PLLC

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Mackenzie E. Kesterke", is written over a horizontal line.

MACKENZIE E. KESTERKE  
Attorneys for Starco Logistics, Inc.  
1881 Western Avenue, Suite 200  
Albany, NY 12203  
Phone (518) 855-3535

VERIFICATION

STATE OF NEW YORK     )  
  )  
COUNTY OF ALBANY     ) ss.:

The undersigned, an attorney admitted to practice in the Courts of New York State is the attorney of record, or of counsel with the attorneys of record for the defendant, Starco Logistics, Inc., in the within action; deponent has read the foregoing **ANSWER** and knows the contents thereof; the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes them to be true. This verification is made by deponent and not by defendant, as defendant does not reside or have offices within the County where your deponent has offices.

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

A review of the file maintained in your deponent's offices.

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

  
\_\_\_\_\_  
MACKENZIE E. KESTERKE